MILITARY INTERDEPARTMENTAL PURCHASE REQUEST					Page	1 of 2 Pages			
2. FSC 3. CONTROL SYMBOL NO. 4. DATE PREPARED				5. MIPR NU			6. AMEND NO.		
N/A		08/13/20						000001	
DEDARMINE OF DEFENCE DDECC ADEA CEDUTCE CENTED			8. FROM: (Agency, name, telephone number of originator) PRO-PROCUREMENT DIV						
EP						CENTER (PRO)			
	ENNIFER POWELL, 823, OSF								
	ERTY CENTER			245 MURRAY LANE SW BLDG T-5					
875 NOR	TH RANDOLPH STREET, SUITE 1425			WASHINGTON DC 20223					
ARLINGT	ON VA 22203								
9. ITEMS	ARE X ARE NOT INCLUDED IN THE INTERSERVICE SUPPLY SUPPORT	PROGRAM AND	REQUIRED II	NTERSERVICE	SCRE	ENING   H	AS XHAS	NOT BEEN ACCOMPLISHED.	
ITEM NO.	DESCRIPTION	PROGRAM AND	REGOIRED	QTY.	UNIT	ESTIMATED	13 1740	ESTIMATED .	
	(Federal Stock Number, Nomenclature, Specification and/or Draw	ring No., etc.)				UNIT PRICE		TOTAL PRICE	
а	b			С	d	е		f	
	The purpose of this modification to	the MIPR	lis						
	for the facial recognition pilot is	to exten	d the						
	period of performance until 7/30/2019	9.							
	Reference: ONR contract N00014-17-D-	1001 awa	rded						
	to Progeny Systems Corporation for co	omputer							
	vision work related to Automated Ent:	_							
	Classification.	ı c y							
	Classification.								
	USSS COR:								
	Mike Davis								
	Michael.Davis@usss.dhs.gov								
	Office of Naval Research:								
Financial									
	Jennifer Powell								
703-696-6803									
	Continued								
	CHED PAGES FOR DELIVERY SCHEDULES, PRESERVATION AND PACKAGING		SHIPPING					RAND TOTAL	
INSTRUCT	IONS AND INSTRUCTIONS FOR DISTRIBUTION OF CONTRACTS AND RELATED	DOCUMENTS.					\$0	.00	
12. TRANSPO	RTATION ALLOTMENT (Used if FOB Contractor's plant)					ent will be made by)			
			COMMUNICATIONS CENTER (FMD)						
			ATTN: COMML & GOVT PAYMENTS						
			P. O. BOX 6500 SPRINGFIELD VA 22150						
			SPRIN	GFIELD	VA	22150			
	PAY OFFICE DODAAD FMD - PO BOX					PO BOX			
	R PROCUREMENT ARE PROPERLY CHARGEABLE TO THE ALLOTMENTS SET F	ORTH BELOW,	THE AVAILAB	LE BALANCES	OF W	HICH ARE SUFFICIENT TO	COVER THE		
ESTIMATED TOTAL PRICE.  CRN   APPROPRIATION   LIMIT/   SUPPLEMENTAL ACCOUNTING CLASSIFICATION						ACCTG	STA	AMOUNT	
AFFICE	APPROPRIATION LIMIT/ SUPPLEMENTAL ACCOUNTING CLASSIFICATION SUBHEAD					DODA		AMOUNT	
	NG OFFICER (Type name and title)	16. SIGNATURE			igitally e	igned by (b)(6);	17. DATE		
(b)(6); (b)(	7)(C); Per USSS	(b)(6); (b)(	(7)(C); Per	USSS _	/h\/6\	8.08.13 13:06:06 -04'00'	08	/13/2018	

# MILITARY INTERDEPARTMENTAL PURCHASE REQUEST (CONTINUATION SHEET)

(CONTINUATION SHEET) 1. MIPR NUMBER 2. AMEND NO. Page 2 of Pages HSSS01-17-X-0051 000001 UNIT ESTIMATED ESTIMATED ITEM NO. DESCRIPTION QTY. UNIT PRICE TOTAL PRICE (Federal stock number, nomenclature, specification and/or drawing No., etc.) Jennifer.l.powell@navy.mil Technical Martin Kruger Martin.kruger1@navy.mil 703-696-5349 The Servicing Agency is required to enter the following DHS funding agency and funding office identification codes in FPDS: FPDS Coding Funding Agency ID: 7009 Funding Office ID: 70US09 USSS Agency Information: ALC: 70-04-0001 DUNS: 835006974 TIN: 53-0205713 DODACC: 700400 CAGE: 6Q5U1 TAS: 7020170400 Accounting Information: 2017-70201704000MS-TEC-25316-100TEC-61000001-0-0-0 Funds expire September 30, 2017. Period of Performance: 08/15/2017 to 07/30/2019

		ACCEPTA	ANCE OF N	IIPR					
TO: (Required Activity Address) (Include ZIP code)			2. MIPR NUMBE	R		3. AMENDMENT NO.			
PRO-PROCUREMENT DIV			псссо1_1	7-X-0051		000001			
COMMUNICATIONS CENTER (PRO)			n55501-1	17-X-0031		000001			
245 MUE	RRAY LANE S	W							
BLDG T-	-5		4. DATE (MIPR S	ignature Date)		5. AMOUNT (As Listed on the MIPR)			
WASHING	GTON DC 202	23	08/13/	2018		\$0.00			
6. The MIPR id	dentified above is accepte	ed and the items requested will be provided as follows: (Check as Applic	able)						
a. ALL I	TEMS WILL BE PROVID	ED THROUGH REIMBURSEMENT (Category I)							
b. ALL I	TEMS WILL BE PROCU	RED BY THE DIRECT CITATION OF FUNDS (Category II)							
c. ITEM	IS WILL BE PROVIDED E	BY BOTH CATEGORY I AND CATEGORY II AS INDICATED BELOW							
		ATEGORY I ITEMS, IS QUALIFIED BECAUSE OF ANTICIPATED CONT UPON DETERMINATION OF DEFINITIZED PRICES, BUT PRIOR TO			GES IN THIS ACCI	EPTANCE FIGURE WILL BE			
7. MIPR	R ITEM NUMBER(S) IDE	NTIFIED IN BLOCK 13. "REMARKS" IS NOT ACCEPTED (IS REJECTE	D) FOR THE REA	SONS INDICATED.					
8.	TO BE	PROVIDED THROUGH REIMBURSEMENT Category I	9.	9. TO BE PROCURED BY DIRECT CITATION OF FUNDS Category II					
ITEM NO.	QUANTITY b	ESTIMATED PRICE C	ITEM NO.	QUANTITY b		ESTIMATED PRICE c			
d. TOTAL EST	IMATED PRICE		d. TOTAL ES	TIMATED PRICE					
10. ANTICIPA	TED DATE OF OBLIGAT	ION FOR CATEGORY II ITEMS	11. GRAND TOTAL ESTIMATED PRICE OF ALL ITEMS \$0.00						
12. FUNDS DA	ATA (Check if Applicable	)							
a. ADDI	ITIONAL FUNDS IN THE	AMOUNT OF \$ ARE REQUIRED (See Justific	ation in Block 13)						
b. FUNI		\$ ARE NOT REQUIRED AND MAY BE WITH	DRAWN						
IV. NEWARKS	•								
14. ACCEPTII	NG ACTIVITY (Complete	Address)	15. TYPED N	AME AND TITLE OF AU	THORIZED OFFICIA	AL			
			16 0101147	DE		17 DATE			
			16. SIGNATU	KE		17. DATE			

DD FORM 1 JUN 71 448-2 PREVIOUS EDITION WILL BE USED UNTIL EXHAUSTED B/N 0102-LF-004-870

# **MEMORANDUM OF UNDERSTANDING**

# BETWEEN

# UNITED STATES SECRET SERVICE OFFICE OF TECHNICAL DEVELOPMENT AND MISSION SUPPORT 950 H Street, NW WASHINGTON DC 20223

# AND

Expeditionary Warfare and Combating Terrorism S&T Department
OFFICE OF NAVAL RESEARCH
875 N Randolph Street, Arlington, VA 22203

# **FOR**

FIELD EVALUATION OF THE SURVEILLANCE, PERSISTENT OBSERVATION AND TARGET RECOGNITION (SPOTR) S&T PRODUCT

This is a Memorandum of Understanding (MOU) between the United States Secret Service, Office of Technical Development and Mission Support (USSS) and the Office of Naval Research (ONR). When referred to collectively, the USSS and ONR are referred to as the "Parties".

## 1. BACKGROUND:

- 1.1. The Parties are pursuing a field technology evaluation for the Surveillance, Persistent Observation and Target Recognition (SPOTR) product that includes advanced machine vision capabilities. These applications can automate the detection and specific identification/tracking of entities (e.g. people, vehicles) to support inferencing about intent. The ONR will focus on development of existing and future capabilities to accomplish this end goal and the USSS will help evaluate use case relevance.
- 1.2. Concurrently, the USSS has need for these assembled Detect, Identify, and Track (DIT) capabilities. The USSS specifically needs an expeditionary, scalable, and developed DIT capability that addresses current requirements and is able to expand for future needs.

# 2. AUTHORITIES:

- 2.1. Nothing in this MOU shall be construed to alter the statutory authorities or the responsibilities of the USSS and ONR. This MOU is intended to facilitate cooperative efforts by both Parties in the conduct of collaborative efforts and related activities/issues. It is meant to foster and define how the Parties will collaborate and develop/maintain an exclusive relationship when using/distributing each Party's products with Third Parties.
- 2.2. ONR's authority to enter into this MOU is DoDI 4000.19.
- 3. PURPOSE: The purpose of this understanding is to define the relationship, document responsibilities, and establish an understanding for the Parties to explore possibilities for mutual cooperation and joint development of SPOTR technology, systems and capabilities.

# 4. RESPONSIBILITIES OF USSS and ONR:

- 4.1. The Parties will use this MOU as a basis to explore possibilities for mutual cooperation and joint development of SPOTR technology, systems and capabilities.
- 4.1.2. Each Party is responsible for and gives assurances to the other that all efforts will be requirement-driven and that each Party's efforts/needs will be incorporated into any final product that is identified for subsequent development by the Parties.

- 4.1.3. Each Party will coordinate and seek consensus with the other Party in exploring collaborative approaches and sharing of products/services/information in a predictable and protected way that allows the other Party to pursue its own efforts, provided such efforts may prove to be mutually beneficial to the Parties.
- 4.1.4. As the US Navy lead for all SPOTR actions, ONR will be the USSS's sole point of entry for all US Navy SPOTR capabilities.

# 4.2 Agreements/Understanding/Functional Relationships

4.2.1. The Parties shall jointly (with other participating team members) develop an approach to satisfy the USSS's machine vision capability needs. These tasks involve initial concept development, concept of operation, rules of engagement, decision matrix, employment planning, procedural controls, leader development, baseline threshold required and objective performance characteristics, prototype development and evaluation, user training, leave behind assets, asset sustainment, additional required quantities, and future evolving performance enhancements.

# 4.3 TERMS AND PROVISIONS

- 4.3.1. This MOU does not constitute an obligation or commitment of funds, nor a basis for transfer of funds, but rather forms a basic statement of Understanding between the Parties as described herein. Expenditures by each Party will be subject to its own budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations and policies. The Parties expressly acknowledge that the language in this MOU in no way implies that funds will be made available for future expenditures.
- 4.3.2. If the Parties do identify a mutually beneficial approach to satisfy the USSS's machine vision requirements and that approach necessitates ONR performing acquisition activities on the USSS's behalf, the Parties will comply with the "Economy Act," 31 USC 1535, as implemented by FAR 17.5, DFARS 217.5. A separate Memorandum of Agreement (MOA) for assisted acquisition(s) would be required for ONR to provide any reimbursable support of services and/or supplies to the USSS.
- **5. PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

# 6. GENERAL PROVISIONS:

**6.1. POINTS OF CONTACT:** The following points of contact (POC) will be used by the Parties to communicate in the implementation of this MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. USSS SPOTR Primary: Michael A. Davis, Office of Technical Development and Mission Support, Assistant Special Agent in Charge, mike.a.davis@usss.dhs.gov 202-406-5039.

ONR SPOTR Primary: Martin Kruger, Expeditionary ISR Program Manager, Martin.Kruger1@navy.mil 703-696-5349.

- **6.2. REVIEW OF UNDERSTANDING**: This MOU will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.
- **6.3 MODIFICATION OF UNDERSTANDING:** This UNDERSTANDING may only be modified by the written Understanding of the Parties, duly signed by their authorized representatives.
- **6.4 DISPUTES**: Any disputes relating to this MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.
- **6.5 TERMINATION OF UNDERSTANDING**: This MOU may be terminated by either Party by giving at least 180 days written notice to the other Party. The MOU may also be terminated at any time upon the mutual written consent of the Parties.
- **6.6 TRANSFERABILITY**: This Understanding is not transferable except with the written consent of the Parties.
- **6.7 ENTIRE UNDERSTANDING**: It is expressly understood and agreed that this MOU embodies the entire Understanding between the Parties regarding the MOU's subject matter.

# 7. INTELLECTUAL PROPERTY RIGHTS

7.1 Invention and Patent Rights: Unless otherwise agreed by the USSS and ONR, title to, custody, and administration of inventions made (first conceived, or first actually or constructively reduced to practice) as a consequence of, or in direct relation to, the performance of activities under this MOU will remain with the respective inventing Party. No invention and patent rights are exchanged between the parties unless otherwise specifically agreed and set forth in this MOU. In the event an invention is jointly first conceived or jointly first actually or constructively reduced to practice by employees of the Parties (including by employees of a Party's contractors or subcontractors) and for which the US Government has title of ownership, the USSS and ONR will consult and agree as to future actions toward establishment of patent protection for the invention.

# 7.2 INTELLECTUAL PROPERTY RIGHTS - Handling of Data:

- 7.2.1. In the performance of this MOU, the USSS or ONR (as the Disclosing Party) may provide the other (as the Receiving Party) with:
- 7.2.1.1 Data of third parties that the Disclosing Party has agreed to handle under protective arrangements or is required to protect under 17.2 USC 1905, or

## 7.2.1.2 Government-owned data.

- 7.2.2. In the performance of this MOU, when not prohibited by third party restrictive legend or legends, it is anticipated that Government contractors and subcontractors may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):
- 7.2.2.1 Data of third parties that the Disclosing Party has agreed to handle under protective arrangements or is required to protect under 17.2 USC 1905, or
- 7.2.2.2 Government-owned data, the use and dissemination of which, the Disclosing Party intends to control.
- 7.2.3. In order to protect the interests of the Government and the owners and licensors of such data, the parties agree, with respect to any such third party or Government-owned data that is marked with a restrictive legend, to:
- 7.2.3.1 Use, disclose, modify or reproduce such data only to the extent necessary to perform the work required under this MOU;
- 7.2.3.2 Safeguard such data from unauthorized use, disclosure, modification or reproduction.
- 7.2.3.3 Allow access to "Limited rights" or "Restricted rights" data only in accordance with DFARS clauses 252.227-7013 and -7014, which includes allowing access to: (a) its employees, and (b) "Covered Government support contractors" as defined in DFARS 252.227-7013(a)(5) and -7014(a)(6);
- 7.2.3.4 Allow access to "Government purpose rights" data only in accordance with DFARS clauses 252.227-7013 and -7014, which includes allowing access to: (a) its employees, and (b) contractors subject to the non-disclosure Understanding at DFARS 227.7103-7 or contractors receiving access to the data for performance of a Government contract containing the clause DFARS 252.227-7025;

- 7.2.3.5 Except as otherwise indicated in 7.2.3.3 and 7.2.3.4 above, preclude access and disclosure of such data to outside entities and personnel not part of the Receiving Party's Party;
- 7.2.3.6 Notify its employees who may require access to such data about the obligations under this MOU and ensure that such employees comply with such obligations;
- 7.2.3.7 Notify its "Covered Government support contractors", contractors and subcontractors that may require access to such data that they are responsible for assuring that their employees who access the data strictly adhere to the requirements of DFARS 252.227-7025; and
- 7.2.3.8 Return or dispose of such data, as the Disclosing Party may direct, when the data is no longer needed for performance under this MOU.
- 7.2.4. In the event that data exchanged between the Parties include a legend that the USSS or ONR deems to be ambiguous or unauthorized, the USSS or ONR may inform the other Party of such ambiguity. Notwithstanding such ambiguity, as long as such legend provides an indication that a restriction on use, disclosure, modification or reproduction was intended, the Receiving Party shall treat such data pursuant to the requirements of this MOU unless otherwise directed, in writing, by the Disclosing Party.
- 7.2.5. Notwithstanding any restrictions on use, disclosure, reproduction, or modification of data provided in this MOU, the Parties will not be restricted in the use, disclosure, reproduction or modification of any data that: (a) is otherwise publicly available at the time of disclosure by one Party to the other Party or becomes publicly available without breach of this MOU; (b) is otherwise known to, in the possession of, or developed by the Receiving Party independent of carrying out the Receiving Party's responsibilities under this MOU and independent of any disclosure of, or without reference to, proprietary data or otherwise protectable data hereunder; (c) is otherwise received from a third party having the right to disclose such information without restriction; or (d) is required to be produced by the Receiving Party pursuant to a court order or other legal requirement. If either the USSS or ONR believes that any of the events or conditions that remove restriction on the use, disclosure, modification or reproduction of the data apply, the USSS or ONR will promptly notify the other Party of such belief prior to acting on such belief, and, in any event, will notify the other Party prior to an unrestricted use, disclosure, modification or reproduction of such data.
- EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Party signs.

**10. EXPIRATION DATE**: This MOU will remain in effect until superseded, modified, or terminated by mutual Understanding of both parties, or until nine years from the effective date, whichever is sooner.

# 11. Approving Authority and Acceptance

IN WITNESS THEREOF, the parties hereto have caused this Understanding to be executed by their duly authorized representatives.

U.S. NAVY, Office of Naval Research

United States Secret Service
Office of Technical Development
and Mission Support

BY: (b)(6) per NAVY	Digitally signed by MICHAEL A DAVIS JR DN: c=US, o=U.S. Government, o=Departme of Homeland Scentrity, ou=USSS, ou=People, cn=MICHAEL A DAVIS JR .0.9:2342-19200300.1.1=0736241106.USSS Date: 2017.07.27 14:52:14 -04'00'
Dr. Walter F. Jones Executive Director 875 N. Randolph Street Arlington, VA 22203	Steven Sepulveda Deputy Assistant Director 950 H. Street, NW Washington DC 20223
Date:	Date:

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DEPARTMENT OF DEFENSE DDESS AREA SERVICE CENTER					PRO-PROCUREMENT DIV						
DBA OFFICE OF NAVAL RESEARCH ATTN: JENNIFER POWELL, 823, OSF			COMMUNICATIONS CENTER (PRO)								
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# MILITARY INTERDEPARTMENTAL **PURCHASE REQUEST** (CONTINUATION SHEET)

1. MIPR NUMBER 2 AMEND NO

HSSS01-	17-X-0051 BASIC			<sup>3</sup> Page	MATED ESTIMATED	
ITÉM NO	DESCRIPTION  (Federal stock number, nomendature, specification end/or drewing No , etc.)  b	QTY.	UNIT	ESTIMATED UNIT PRICE	TOTAL PRICE	
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	Technical					
	Martin Kruger					
	Martin.krugerl@navy.mil					
	703-696-5349	V			9	
	The Servicing Agency is required to enter the					
	following DHS funding agency and funding office					
	identification codes in FPDS:					
	FPDS Coding					
	Funding Agency ID: 7009					
	Funding Office ID: 70US09					
	USSS Agency Information:					
	ALC: 70-04-0001					
	DUNS: 835006974					
	TIN: 53-0205713					
	DODACC: 700400					
	CAGE: 6Q5U1			i		
	TAS: 7020170400					
	Accounting Information: 2017-70201704000MS-TEC-25316-100TEC-61000001-0-0-0					
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	Period of Performance: 08/15/2017 to 08/14/2018					
0001	FUNDS TO OFFICE OF NAVAL RESEARCH FOR FACIAL	240000	US:	1.00	240,000.00	
	RECOGNITION PILOT					
	USSS BETC: DISB					
	Requisition No: 491351					
	The total amount of award: \$240,000.00. The					
	obligation for this award is \$240,000.00.					
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MIPR/IAA TERMS MIPR Clauses	2
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#### MIPR TERMS

#### MIPR/IAA TERMS MIPR Clauses

#### MIPR/INTER/INTRA AGENCY AGREEMENT TERMS AND CONDITIONS

#### General

The MIPR/IAA Form, for MIPR/IAA number HSSS01-17-X-0051 these Terms and Conditions, the Statement of Work (SOW), and any attachments constitute a Payable IA between the requesting agency, United States Secret Service (USSS), and the servicing agency, Office of Naval Research. This agreement shall be effective on the date of the final signature by authorized officials of both agencies, and shall remain in effect for the period(s) stated on the form, or until terminated in accordance with Cancellation/Termination provision of this document.

#### Definitions

COR/POC: the requesting agency's Contracting Officer's Technical Representative/Point of Contact. The Contracting Officer may designate Government personnel to act as the COR to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature.

Requesting Agency: the funding DHS Organizational Element named in one (1) above, or any duly authorized representative.

Servicing Agency: the federal agency that is performing services or providing goods under this agreement named in one (1) above, or any duly authorized representative.

#### Competition Requirements for the Servicing Agency

All acquisitions awarded by the servicing agency in performance of this MIPR/IAA shall comply with the Competition in Contracting Act (CICA), Public Law 98-369.

#### Funding and Reimbursement

The servicing agency is limited to recovery of actual costs only. The servicing agency shall notify the requesting agency's COR/POC in writing when the costs incurred and outstanding commitments equal 80% percent of the estimated total costs.

The servicing agency shall make no other commitments or expenditures beyond 100% of funds obligated and shall be excused from further performance of the work unless and until the requesting agency's Contracting Officer (CO), or other authorized official, increases the total obligation under this agreement by modification.

#### Special Terms for One-year Funding:

The total amount to be reimbursed shall not exceed the total amount obligated for the current fiscal year. If this agreement is issued under the authority of the Economy Act (31 U.S.C. 1535 and 1536 and the servicing agency uses in-house resources to perform part or all of the agreement, work must stop on September 30th of the current fiscal year and any unexpended funds must be deobligated. In-house work to continue in the next fiscal year must be funded effective October 1st with the new fiscal year's funds. If the servicing agency obligates the annualized funds by awarding a contract or delivery/task order prior to the expiration of the fiscal year, the funds will be protected and do not need to be deobligated after September 30.

Special Terms for Greater Than One-year Funding:
For longer than one-year (e.g., two-year, no-year) funding availability, the dates are extended appropriately.

# 5. Billing Instructions/Support Documentation for Expenditures

Billing and reimbursement may be handled through the Intra-governmental Payment and Collection (IPAC) system, or the servicing agency may submit invoices when the work is completed or as otherwise authorized. The MIPR/IAA number, the Agency Locator Codes, appropriate accounting code(s), and associated dollar amounts must be referenced on all IPAC transactions or invoices.

If IPAC is used, the servicing agency shall provide documentation supporting all charges to the requesting agency's COR/POC. In the event that advance payment is requested and authorized, the servicing agency shall furnish expenditure reports to the COR/POC on a monthly basis. The U.S. Secret Service Locator Code (ACL) number is: 70-04-0001.

If invoices are used, the invoices, along with supporting documentation, shall be submitted to the following address listed in the description block of the MIPR, with a copy furnished to the COR/POC. Per the Economy Act and Federal Acquisition Regulation 17.505, bills or requests for advance payment will not be subject to audit or certification in advance of payment.

Both agencies agree to promptly discuss and resolve issues and questions regarding payments. The servicing agency will promptly initiate year-end and closeout adjustments once final costs are known.

#### 6. Travel

All travel under this MIPR/IAA shall be in accordance with the Federal Travel Regulations.

# 7. Prompt Payment

The servicing agency shall not assess the requesting agency for any prompt payment interest charged to the servicing agency.

#### 8. Modifications

When appropriate, a unilateral administrative modification will be issued by the requesting agency, e.g., to add funds with no change to the SOW, to change a COR/POC name. A written bilateral modification (i.e., agreed to and signed by authorized officials of both parties) will be issued to change the MIPR/IAA, modify the SOW, etc.

# 9. Program Office/COR Responsibilities

The requesting agency COR/POC and the servicing agency program office shall be responsible for technical oversight of the specified product or service, as set forth in the SOW of this agreement. In carrying out these responsibilities, they will operate within the scope of applicable regulations, specifically delegated authorities, and the program authorities and funding limitations of the MIPR/IAA. The COR/POC has no authority to make changes to the terms of the MIPR/IAA.

# 10. Property

Non-expendable property purchased from funds supplied under this agreement shall become an asset of the requesting agency unless otherwise agreed to in writing by both agencies. Purchase of equipment required for performance of the work must be authorized under this MIPR/IAA.

#### 11. Third Party Liability

With respect to third-party liability for acts arising out of the performance of official duty by a government

employee of the servicing agency, the servicing agency undertakes responsibilities for the investigation, adjudication, settlement, and payment of any claim asserted against the United States; except that, in all cases, the responsibility for the investigation, adjudication, settlement, and payment of any claim with respect to third-party liability arising out of the use, damage, or destruction of loaned personal property shall be the responsibility of the particular agency that has custody and control of the said personal property. In addition, the servicing agency representative shall have the duty of investigating and reporting, in accordance with the servicing agency's regulations and policies, incidents occurring on, or involving that servicing agency's real property, and the requesting agency agrees to cooperate fully in such investigations.

#### Disputes

Nothing in this agreement is intended to conflict with current requesting agency or Department of Homeland Security directives. However, should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the servicing agency program office and the requesting agency COR/POC, the area(s) of disagreement will be reduced to writing by each agency and presented to the authorized officials at both agencies for resolution. If settlement cannot be reached at this level, the disagreement will be raised to next level in accordance with servicing agency and requesting agency procedures for final resolution.

#### 13. Cancellation/Termination

This agreement is subject to cancellation or termination, with at least 60 calendar days (unless the Statement of Work specifies a different period) advance written notice by either party. The servicing agency shall be reimbursed for the cost of all completed and partially completed work (up to the MIPR/IAA ceiling) as of the effective date of cancellation.

#### Project Completion and Closeout

When the requesting agency has accepted all deliverables related to the SOW, the servicing agency will provide a written project evaluation and final accounting of project costs to the requesting agency CO. The servicing agency account will then be closed and any remaining funds will be returned to the requesting agency immediately. After final accounting, the remaining balance in the project account will be deobligated by MIPR/IAA modification.

#### 15. Accessibility of Electronic and Information Technology

Each Electronic and Information Technology (EIT) product or service furnished under this agreement shall comply with the Electronic and Information Technology Accessibility Standards (36 CFR 1194), which implements section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d).

# 16. Delivery Requirements

Contact US Secret Service POC

#### 17. Unauthorized Use of the U.S. Secret Service Name

In accordance with 18 U.S.C. 709, any contractor, except with the written permission of the Director of the U.S. Secret Service, who knowingly uses the words Secret Service, Secret Service Uniformed Division, U.S.S.S., U.D. or any colorable imitation of such words or initials, in connection with, or as a part of any advertisement, circular, book, pamphlet or other publication, play, motion picture, broadcast, telecast, other production, product, or item, in a manner reasonably calculated to convey the impression that such advertisement, circular, book, pamphlet or other publication, product, or item, is approved, endorsed, or authorized by or associated in any manner with, the U.S. Secret Service or the U.S. Secret Service Uniformed Division shall be punishable as follows: a corporation, partnership, business trust, association, or other business entity, by a fine under this title; an officer or member thereof participating or knowingly

acquiescing in such violation or any individual violating this section, by a fine under this title or imprisonment for not more than one year, or both.

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